







EXHIBIT B**TRADEMARK APPLICATIONS AND REGISTRATIONS**

Trademark	Jurisdiction	Application Number	Reg. Number	Status	Renewal Deadline
CAPSTONE	USA	74/732,798	2,058,307	Registered	April 29, 2017
CAPSTONE	USA	75/306,958	2,248,687	Registered	June 01, 2009
CAPSTONE	USA	75/351,980	2,201,317	Registered	November 03, 2018
CAPSTONE	USA	75/357,665	2,487,869	Registered	September 11, 2011
	USA	78/166,520	2,993,044	Registered	September 06, 2015
	USA	78/975,666	2,940,243	Registered	April 12, 2015
CAPSTONE MICROTURBINE	USA	78/166,522	2,956,871	Registered	May 31, 2015
	USA	78/970,583	---	Pending	---
	USA	75/191,384	2,144,240	Registered	March 17, 2018
SAFE RETURN SYSTEM	USA	78/947,172	---	Pending	---
SRS	USA	78/947,412	---	Pending	---

## PATENT AND TRADEMARK SECURITY AGREEMENT

This Patent and Trademark Security Agreement (the "Agreement"), dated as of February 9, 2009, is made by and between CAPSTONE TURBINE CORPORATION, a Delaware corporation, having a business location at the address set forth below next to its signature (the "Debtor"), and Wells Fargo Bank, National Association ("Wells Fargo"), and having a business location at the address set forth below next to its signature.

### Recitals

Company and Wells Fargo are parties to a Credit and Security Agreement, dated the same date as this Agreement (as amended, supplemented or restated from time to time, the "Domestic Credit Agreement"), and a Credit and Security Agreement (Ex-Im Subfacility) (as amended, supplemented or restated from time to time, the "Ex-Im Credit Agreement"; the Domestic Credit Agreement and the Ex-Im Credit Agreement are collectively referred to herein as the "Credit Agreement") setting forth the terms on which Wells Fargo may now or hereafter extend credit to or for the account of Company.

As a condition to extending credit to or for the account of Company, Wells Fargo has required the execution and delivery of this Agreement by Company.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. Definitions. All terms defined in the Recitals hereto or in the Credit Agreement that are not otherwise defined herein shall have the meanings given to them in the Credit Agreement. In addition, the following terms have the meanings set forth below:

"Patents" means all of Company's right, title and interest in and to patents or applications for patents, fees or royalties with respect to each, and including without limitation the right to sue for past infringement and damages therefor, and licenses thereunder, all as presently existing or hereafter arising or acquired, including without limitation the patents listed on Exhibit A.

"Security Interest" has the meaning given in Section 2.

"Trademarks" means all of Company's right, title and interest in and to:  
(i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each,  
(ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, and (iv) licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit B.

2. Security Interest. Company hereby irrevocably pledges and assigns to, and grants Wells Fargo a security interest (the "Security Interest") with power of sale to the extent permitted by law, in the Patents and in the Trademarks to secure payment of the Indebtedness. As set forth in the Credit Agreement, the Security Interest is coupled with a security interest in

substantially all of the personal property of Company. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. §1060.

3. Representations, Warranties and Agreements. Company represents, warrants and agrees as follows:

(a) Existence; Authority. Company is a corporation duly organized, validly existing and in good standing under the laws of its state of incorporation, and this Agreement has been duly and validly authorized by all necessary corporate action on the part of Company.

(b) Patents. Exhibit A accurately lists all Patents owned by Company as of the date hereof, or to which Company has a right as of the date hereof to have assigned to it, and accurately reflects the existence and status of applications and letters patent pertaining to the Patents as of the date hereof. If after the date hereof, Company owns or has a right to have assigned to it any Patents not listed on Exhibit A, or if Exhibit A ceases to accurately reflect the existence and status of applications and letters patent pertaining to the Patents, then Company shall within sixty (60) days provide written notice to Wells Fargo with a replacement Exhibit A, which upon acceptance by Wells Fargo shall become part of this Agreement.

(c) Trademarks. Exhibit B accurately lists all Trademarks owned or controlled by Company as of the date hereof and accurately reflects the existence and status of Trademarks and all applications and registrations pertaining thereto as of the date hereof; provided, however, that Exhibit B need not list common law marks (i.e., Trademarks for which there are no applications or registrations) which are not material to Company's or any Affiliate's businesses. If after the date hereof, Company owns any Trademarks not listed on Exhibit B (other than common law marks which are not material to Company's or any Affiliate's businesses), or if Exhibit B ceases to accurately reflect the existence and status of applications and registrations pertaining to the Trademarks, then Company shall promptly provide written notice to Wells Fargo with a replacement Exhibit B, which upon acceptance by Wells Fargo shall become part of this Agreement.

(d) Affiliates. As of the date hereof, no Affiliate owns, controls, or has a right to have assigned to it any items that would, if such item were owned by Company, constitute Patents or Trademarks. If after the date hereof any Affiliate owns, controls, or has a right to have assigned to it any such items, then Company shall promptly either: (i) cause such Affiliate to assign all of its rights in such item(s) to Company; or (ii) notify Wells Fargo of such item(s) and cause such Affiliate to execute and deliver to Wells Fargo a patent and trademark security agreement substantially in the form of this Agreement.

(e) Title. Company has absolute title to each Patent and each Trademark listed on Exhibit A and Exhibit B, free and clear of all Liens except Permitted Liens. Company (i) will have, at the time Company acquires any rights in Patents or Trademarks hereafter arising, absolute title to each such Patent or Trademark free and clear of all Liens except Permitted

Liens, and (ii) will keep all Patents and Trademarks free and clear of all Liens except Permitted Liens.

(f) No Sale. Except as permitted in the Credit Agreement, Company will not assign, transfer, encumber or otherwise dispose of the Patents or Trademarks, or any interest therein, without Wells Fargo's prior written consent. Company may, however, enter into non-exclusive license agreements concerning the Patent or Trademarks in the ordinary course of business in accordance with past practice.

(g) Defense. Company will at its own expense and using commercially reasonable efforts, protect and defend the Patents and Trademarks against all claims or demands of all Persons other than those holding Permitted Liens.

(h) Maintenance. Company will at its own expense maintain the Patents and the Trademarks to the extent reasonably advisable in its business including, but not limited to, filing all applications to obtain letters patent or trademark registrations and all affidavits, maintenance fees, annuities, and renewals possible with respect to letters patent, trademark registrations and applications therefor. Company covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Patent or Trademark, nor fail to file any required affidavit or renewal in support thereof, without first providing Wells Fargo: (i) sufficient written notice, of at least 30 days, to allow Wells Fargo to timely pay any such maintenance fees or annuities which may become due on any Patents or Trademarks, or to file any affidavit or renewal with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit or renewal, should such be necessary or desirable.

(i) Wells Fargo's Right to Take Action. If Company fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of ten (10) calendar days after Wells Fargo gives Company written notice thereof (or, in the case of the agreements contained in Section 3(h), immediately upon the occurrence of such failure, without notice or lapse of time), or if Company notifies Wells Fargo that it intends to abandon a Patent or Trademark, Wells Fargo may (but need not) perform or observe such covenant or agreement or take steps to prevent such intended abandonment on behalf and in the name, place and stead of Company (or, at Wells Fargo's option, in Wells Fargo's own name) and may (but need not) take any and all other actions which Wells Fargo may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment.

(j) Costs and Expenses. Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, Company shall pay Wells Fargo on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by Wells Fargo in connection with or as a result of Wells Fargo's taking action under Section 3(i) or exercising its rights under Section 6, together with interest thereon from the date expended or incurred by Wells Fargo at the Default Rate.

(k) Power of Attorney. To facilitate Wells Fargo's taking action under Section 3(i) and exercising its rights under Section 6, Company hereby irrevocably appoints (which appointment is coupled with an interest) Wells Fargo, or its delegate, as the attorney-in-fact of Company with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of Company, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by Company under this Section 3, or, necessary for Wells Fargo, during a Default Period, to enforce or use the Patents or Trademarks or to grant or issue any exclusive or non-exclusive license under the Patents or Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Patents or Trademarks to any third party. Company hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the termination of the Credit Agreement as provided therein and the payment and performance of all Indebtedness.

4. Debtor's Use of the Patents and Trademarks. Company shall be permitted to control and manage the Patents and Trademarks, including the right to exclude others from making, using or selling items covered by the Patents and Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default occurs and remains uncured.

5. Events of Default. Each of the following occurrences shall constitute an event of default under this Agreement (herein called "Event of Default"): (a) an Event of Default, as defined in the Credit Agreement, shall occur; or (b) Company shall fail promptly to observe or perform any covenant or agreement herein binding on it; or (c) any of the representations or warranties contained in Section 3 shall prove to have been incorrect in any material respect when made.

6. Remedies. Upon the occurrence and during the continuation of an Event of Default and at any time thereafter, Wells Fargo may, at its option, take any or all of the following actions:

(a) Wells Fargo may exercise any or all remedies available under the Credit Agreement.

(b) Wells Fargo may sell, assign, transfer, pledge, encumber or otherwise dispose of the Patents and Trademarks.

(c) Wells Fargo may enforce the Patents and Trademarks and any licenses thereunder, and if Wells Fargo shall commence any suit for such enforcement, Company shall, at the request of Wells Fargo, do any and all lawful acts and execute any and all proper documents required by Wells Fargo in aid of such enforcement.

7. Miscellaneous. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by Wells Fargo. A waiver signed by Wells Fargo shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or

enforcement of any of Wells Fargo's rights or remedies. All rights and remedies of Wells Fargo shall be cumulative and may be exercised singularly or concurrently, at Wells Fargo's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All notices to be given to Debtor under this Agreement shall be given in the manner and with the effect provided in the Credit Agreement. Wells Fargo shall not be obligated to preserve any rights Company may have against prior parties, to realize on the Patents and Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Patents and Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of Company and Wells Fargo and their respective participants, successors and assigns and shall take effect when signed by Company and delivered to Wells Fargo, and Company waives notice of Wells Fargo's acceptance hereof. Wells Fargo may execute this Agreement if appropriate for the purpose of filing, but the failure of Wells Fargo to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement signed by Company shall have the same force and effect as the original for all purposes of a financing statement. This Agreement shall be governed by the internal law of California without regard to conflicts of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Indebtedness.

8. Arbitration.

(a) Arbitration. The parties hereto agree, upon demand by any party, to submit to binding arbitration all claims, disputes and controversies between or among them (and their respective employees, officers, directors, attorneys, and other agents), whether in tort, contract or otherwise arising out of or relating to in any way this Agreement and its negotiation, execution, collateralization, administration, repayment, modification, extension, substitution, formation, inducement, enforcement, default or termination.

(b) Governing Rules. Any arbitration proceeding will (i) proceed in a location in Los Angeles, California selected by the American Arbitration Association ("AAA"); (ii) be governed by the Federal Arbitration Act (Title 9 of the United States Code), notwithstanding any conflicting choice of law provision in any of the documents between the parties; and (iii) be conducted by the AAA, or such other administrator as the parties shall mutually agree upon, in accordance with the AAA's commercial dispute resolution procedures, unless the claim or counterclaim is at least \$1,000,000.00 exclusive of claimed interest, arbitration fees and costs in which case the arbitration shall be conducted in accordance with the AAA's optional procedures for large, complex commercial disputes (the commercial dispute resolution procedures or the optional procedures for large, complex commercial disputes to be referred to, as applicable, as the "Rules"). If there is any inconsistency between the terms hereof and the Rules, the terms and procedures set forth herein shall control. Any party who fails or refuses to submit to arbitration following a demand by any other party shall bear all costs and expenses incurred by such other party in compelling arbitration of any dispute. Nothing contained herein shall be deemed to be a

waiver by any party that is a bank of the protections afforded to it under 12 U.S.C. §91 or any similar applicable state law.

(c) No Waiver of Provisional Remedies: Self-Help and Foreclosure. The arbitration requirement does not limit the right of any party (if not otherwise restricted by the terms and conditions of this Agreement) to (i) foreclose against real or personal property collateral; (ii) exercise self-help remedies relating to collateral or proceeds of collateral such as setoff or repossession; or (iii) obtain provisional or ancillary remedies such as replevin, injunctive relief, attachment or the appointment of a receiver, before during or after the pendency of any arbitration proceeding. This exclusion does not constitute a waiver of the right or obligation of any party to submit any dispute to arbitration or reference hereunder, including those arising from the exercise of the actions detailed in sections (i), (ii) and (iii) of this paragraph.

(d) Arbitrator Qualifications and Powers. Any arbitration proceeding in which the amount in controversy is \$5,000,000.00 or less will be decided by a single arbitrator selected according to the Rules, and who shall not render an award of greater than \$5,000,000.00. Any dispute in which the amount in controversy exceeds \$5,000,000.00 shall be decided by majority vote of a panel of three arbitrators; provided however, that all three arbitrators must actively participate in all hearings and deliberations. The arbitrator will be a neutral attorney licensed in the State of California or a neutral retired judge of the state or federal judiciary of California, in either case with a minimum of ten years experience in the substantive law applicable to the subject matter of the dispute to be arbitrated. The arbitrator will determine whether or not an issue is arbitratable and will give effect to the statutes of limitation in determining any claim. In any arbitration proceeding the arbitrator will decide (by documents only or with a hearing at the arbitrator's discretion) any pre-hearing motions which are similar to motions to dismiss for failure to state a claim or motions for summary adjudication. The arbitrator shall resolve all disputes in accordance with the substantive law of California and may grant any remedy or relief that a court of such state could order or grant within the scope hereof and such ancillary relief as is necessary to make effective any award. The arbitrator shall also have the power to award recovery of all costs and fees, to impose sanctions and to take such other action as the arbitrator deems necessary to the same extent a judge could pursuant to the Federal Rules of Civil Procedure, the California Rules of Civil Procedure or other applicable law. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The institution and maintenance of an action for judicial relief or pursuit of a provisional or ancillary remedy shall not constitute a waiver of the right of any party, including the plaintiff, to submit the controversy or claim to arbitration if any other party contests such action for judicial relief.

(e) Discovery. In any arbitration proceeding discovery will be permitted in accordance with the Rules. All discovery shall be expressly limited to matters directly relevant to the dispute being arbitrated and must be completed no later than 20 days before the hearing date and within 180 days of the filing of the dispute with the AAA. Any requests for an extension of the discovery periods, or any discovery disputes, will be subject to final determination by the arbitrator upon a showing that the request for discovery is essential for the party's presentation and that no alternative means for obtaining information is available.



(f) Class Proceedings and Consolidations. The resolution of any dispute arising pursuant to the terms of this Agreement shall be determined by a separate arbitration proceeding and such dispute shall not be consolidated with other disputes or included in any class proceeding.

(g) Payment of Arbitration Costs and Fees. The arbitrator shall award all costs and expenses of the arbitration proceeding.

(h) Real Property Collateral; Judicial Reference. Notwithstanding anything herein to the contrary, no dispute shall be submitted to arbitration if the dispute concerns indebtedness secured directly or indirectly, in whole or in part, by any real property unless (i) the holder of the mortgage, lien or security interest specifically elects in writing to proceed with the arbitration, or (ii) all parties to the arbitration waive any rights or benefits that might accrue to them by virtue of the single action rule statute of California, thereby agreeing that all indebtedness and obligations of the parties, and all mortgages, liens and security interests securing such indebtedness and obligations, shall remain fully valid and enforceable. If any such dispute is not submitted to arbitration, the dispute shall be referred to a referee in accordance with California Code of Civil Procedure Section 638 et seq., and this general reference agreement is intended to be specifically enforceable in accordance with said Section 638. A referee with the qualifications required herein for arbitrators shall be selected pursuant to the AAA's selection procedures. Judgment upon the decision rendered by a referee shall be entered in the court in which such proceeding was commenced in accordance with California Code of Civil Procedure Sections 644 and 645.

(i) Miscellaneous. To the maximum extent practicable, the AAA, the arbitrators and the parties shall take all action required to conclude any arbitration proceeding within 180 days of the filing of the dispute with the AAA. No arbitrator or other party to an arbitration proceeding may disclose the existence, content or results thereof, except for disclosures of information by a party required in the ordinary course of its business or by applicable law or regulation. If more than one agreement for arbitration by or between the parties potentially applies to a dispute, the arbitration provision most directly related to the Loan Documents or the subject matter of the dispute shall control. This arbitration provision shall survive termination, amendment or expiration of any of the Loan Documents or any relationship between the parties.

[signatures on the following page]

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

Capstone Turbine Corporation

21211 Nordhoff Street  
Chatsworth, California 91311  
Fax: 818.734.5380  
Attention:

CAPSTONE TURBINE CORPORATION

By: [Signature]  
Name: DARREN SAMISON  
Its: CEO

STATE OF CALIFORNIA )

COUNTY OF )

On this \_\_\_\_ day of January, 2009, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_ of Capstone Turbine Corporation, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity on behalf of which the person acted, executed this instrument. I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Witness my hand and official seal

[signatures continue on the following page]

Wells Fargo Bank, National Association

245 South Los Robles Avenue, Suite 700  
Pasadena, California 91101

Fax: 626.844.9063

Attention: Capstone Turbine Relationship  
Manager

WELLS FARGO BANK, NATIONAL  
ASSOCIATION

By John Cury  
Name: JOHN CURY  
Its: Vice President

STATE OF CALIFORNIA )

COUNTY OF )

On this \_\_\_\_ day of January, 2009, before me, \_\_\_\_\_, Notary Public,  
personally appeared \_\_\_\_\_ of Wells  
Fargo Bank, National Association, who proved to me on the basis of satisfactory evidence to be  
the person whose name is subscribed to the within instrument and acknowledged to me that he  
executed the same in his authorized capacity, and that by his signature on the instrument, the  
person, or the entity on behalf of which the person acted, executed this instrument. I certify  
under penalty of perjury under the laws of the State of California that the foregoing is true and  
correct.

Witness my hand and official seal

EXHIBIT A**I. Capstone Issued U.S. Patents**

No	Issue No.	Description	App. Ser. No.	Filing Date	Issue Date
1.	D433,997	Turbogenerator	29/111,104	9/20/99	11/21/00
2.	5,427,455	Compliant Foil Hydrodynamic Fluid Film Radial Bearing	229,205	4/18/94	6/27/95
3.	5,497,615	Gas Turbine Generator Set	180,881	3/21/94	3/12/96
4.	5,529,398	Compliant Foil Hydrodynamic Fluid Film Thrust Bearing	08/363,540	12/23/94	6/25/96
5.	5,685,156	Catalytic Combustion System	650,625	5/20/96	11/11/97
6.	5,697,848	Compound Shaft with Flexible Disk Coupling	440,541	5/12/95	12/16/97
7.	5,752,380	Liquid Fuel Pressurization and Control System	730,941	10/16/96	5/19/98
8.	5,791,868	Thrust Load Compensating System for a Compliant Foil Hydrodynamic Fluid Film Thrust Bearing	663,732	6/14/96	8/11/98
9.	5,819,524	Gaseous Fuel Compression and Control S&M	730,945	10/16/96	10/13/98
10.	5,827,040	Hydrostatic Augmentation of a Compliant Foil Hydrodynamic Fluid Film Thrust Bearing	662,250	6/14/96	10/27/98
11.	5,850,732	Low Emissions Combustion System for a Gas Turbine Engine	855,210	5/13/97	12/22/98
12.	5,850,733	Gaseous Fuel Compression and Control S&M	85,817	5/27/98	12/22/98
13.	5,873,235	Liquid Fuel Pressurization and Control Method	990,467	12/15/97	2/23/99
14.	5,894,720	Low Emissions Combination System For A Gas Turbine Engine Employing Flame Stabilization Within The Injector Tube	09/168,299	10/7/98	4/20/99
15.	5,899,673	Helical Flow Compressor/Turbine Permanent Magnet Motor/Generator	08/730,946	10/16/96	5/4/99
16.	5,903,116	Turbogenerator/Motor Controller	08/924,966	9/8/97	5/11/99
17.	5,915,841 See Re39190	Compliant Foil Fluid Film Radial Bearing	09/002,690	1/5/98	6/29/99
18.	5,918,985 See Re38373	Compliant Foil Fluid Thrust Film Bearing With a Tilting Pad Underspring	08/933,695	9/19/97	7/6/99
19.	5,964,663	Double Diaphragm Compound Shaft	08/934,430	9/19/97	10/12/99
20.	5,966,926	Liquid Fuel Injector Purge System	08/864,279	5/28/97	10/19/99
21.	6,016,658	Low Emissions Combustion System	09/182,966	10/8/98	1/25/00
22.	6,020,713	Turbogenerator/Motor Pulse Width Modulated Controller	09/002,890	1/5/98	2/1/00
23.	6,023,135	Turbogenerator/Motor Control System	09/080,892	5/18/98	2/8/00
24.	6,031,294	Turbogenerator/Motor Controller	09/003,078	1/5/98	2/29/00

No	Issue No.	Description	App. Ser. No.	Filing Date	Issue Date
		With Ancillary Energy Storage/Discharge			
25.	6,037,687	Double Diaphragm Compound Shaft	09/224,208	12/30/98	3/14/00
26.	6,049,195	Split Generator Winding Inverter	09/356,065	7/19/99	4/11/00
27.	6,062,016	Gas Turbine Engine Fixed Speed Light-Off	08/837,600	4/21/97	5/16/00
28.	6,065,281	Liquid Fuel Injector and Injector System	09/357,523	7/19/99	5/23/00
29.	6,070,404	Gaseous Fuel Compression and Control Method	09/086,615	5/27/98	7/6/00
30.	6,082,112	Liquid Fuel Injector	09/357,519	7/19/99	7/4/00
31.	6,093,975	Turbogenerator/Motor Control	09/181,388	10/27/98	7/25/00
32.	6,094,799	Method of Making Double Diaphragm Compound Shaft	09/224,206	12/30/98	8/1/00
33.	6,155,780	Ceramic Radial Flow Turbine Heat Shield	09/374,916	8/13/99	12/5/00
34.	6,158,892	Fluid Film Thrust Bearing Having Integral Compliant Foils	09/383,067	8/25/99	12/12/00
35.	6,169,334	Command and Control S&M for Multiple Turbogenerators	09/181,389	10/27/98	1/2/01
36.	6,178,751	Liquid Fuel Injector System	09/356,479	7/19/99	1/30/01
37.	6,190,048	Compliant Foil Fluid Film Radial Bearing	09/195,354	11/18/98	2/20/01
38.	6,192,668	M&A for Compressing Gaseous Fuel In a Turbine Engine	09/420,494	10/19/99	2/27/01
39.	6,194,794	Integrated Reciprocating Engine Generator Set and Turbogenerator System and Method	09/359,815	7/23/99	2/27/01
40.	6,213,234	Vehicle Powered by a Fuel Cell/Gas	09/202,968		4/10/01
41.	6,239,520	Permanent Magnet Rotor Cooling S&M	09/558,406	4/24/00	5/29/01
42.	6,265,786	Turbogenerator Power Control System	09/181,213	10/27/98	7/24/01
43.	6,274,945	Combustion Control Method and System	09/459,719	12/13/99	8/14/01
44.	6,281,596	Automatic Turbogenerator Restarting M&S	09/444,487	11/19/99	8/28/01
45.	6,281,601	Turbogenerator Power Control S&M	09/360,043	7/23/99	8/28/01
46.	6,325,142	Turbogenerator Power Control System	09/316,896	5/22/99	12/4/01
47.	6,361,271	Crossing Spiral Compressor/Pump	09/444,014	11/19/99	3/26/02
48.	6,381,944	M&A for Compressing Gaseous Fuel in a Turbine Engine	09/772,537	1/29/01	5/7/02
49.	6,405,522	S&M for Modular Control of a Multi-Fuel Low Emissions Turbogenerator	09/453,825	12/1/99	6/18/02
50.	6,410,992	S&M for Dual Mode Control of a Turbogenerator/Motor	09/644,527	8/23/00	6/25/02

No	Issue No.	Description	App. Ser. No.	Filing Date	Issue Date
51.	6,425,732	Shrouded Rotary Compressor	09/643,625	8/22/00	7/30/02
52.	6,437,468	Permanent Magnet Rotor Cooling System and Method	09/829,778	4/10/01	8/20/02
53.	6,438,937	S&M for Modular Control of a Multi-Fuel Low Emissions Turbogenerator	09/972,672	10/5/01	8/27/02
54.	6,453,658	Multi-Stage Multi-Plane Combustion System for a Gas Turbine Engine	09/512,986	2/24/00	9/24/02
55.	6,468,051	Helical Flow Compressor/Turbine Permanent Magnet Motor/ Generator	09/800,900	3/7/01	10/22/02
56.	6,487,096	Power Controller	09/207,817	12/8/98	11/26/02
57.	6,489,692	Method and Apparatus for Controlling Rotation of A Magnetic Rotor	09/459,426	12/13/99	12/3/02
58.	6,495,929	Turbogenerator Power Control System	09/829,035	4/9/01	12/17/02
59.	6,522,030	Multiple Power Generator Connection Method and System	09/624,315	7/24/00	2/18/03
60.	6,539,720	Generated System Bottoming Cycle	09/985,789	11/6/01	4/1/03
61.	6,552,440	Automatic Turbogenerator Restarting Method & System	09/900,246	7/6/01	4/22/03
62.	6,612,112	Transient Turbine Exhaust Temperature Control For A Turbogenerator	10/012,770	11/5/01	9/2/03
63.	6,629,064	Apparatus and Method for Distortion Compensation	09/265,729	3/9/99	9/30/03
64.	6,634,176	Turbine Exhaust Vortex Disrupter	09/977,445	10/15/01	10/21/03
65.	6,639,328	Microturbine/Capacitor Power Distribution System	10/033,826	12/19/01	10/28/03
66.	6,657,332	Turbogenerator Cooling System	09/984,501	10/30/01	12/2/03
67.	6,657,348	Rotor Shield For Magnetic Rotary Machine	09/985,439	11/2/01	12/2/03
68.	6,664,653	Command and Control System and Method for Controlling Operational Sequencing of Multiple Turbogenerators Using a Selected Control Mode	09/689,577	10/12/00	12/16/03
69.	6,664,654	System and Method for Dual Mode Control of a Turbogenerator/Motor	10/158,095	5/29/02	12/16/03
70.	6,675,583	Combustion Method	09/969,491	11/2/01	1/13/04
71.	6,683,389	Hybrid Electric Vehicle DC Power Generation System	09/938,101	8/23/01	1/27/04
72.	6,684,642	Gas Turbine Engine Having a Multi-Stage Multi-Plane Combustion System	10/171,684	6/17/02	2/3/04
73.	6,702,463	Compliant Foil Thrust Bearing	09/714,349	11/15/00	3/9/04
74.	6,709,243	Rotary Machine With Reduced Axial Thrust Loads	09/696,316	10/25/00	3/23/04
75.	6,713,892	Automatic Turbogenerator Restarting	09/900,635	7/6/01	3/30/04

No	Issue No.	Description	App. Ser. No.	Filing Date	Issue Date
		Method and System			
76.	6,720,685	Turbogenerator Cooling System (Div Of 09/984,501)	10/339,247	1/9/03	4/13/04
77.	6,732,531	Combustion System for a Gas Turbine Engine With Variable Airflow Pressure Actuated Premix Injector	10/101,032	3/18/02	5/11/04
78.	6,747,372	Distributed Control Method for Multiple Connected Generators	10/007,219	11/2/01	6/8/04
79.	6,748,742	Power Offsetting Compressor System	10/008,047	11/7/01	6/15/04
80.	6,751,941	Foil Bearing Rotary Flow Compressor With Control Valve	10/080,179	2/19/02	6/22/04
81.	6,784,565	Turbogenerator With Electrical Brake	10/077,121	2/15/02	8/31/04
82.	6,787,933	Power Generation System Having Transient Ride-Through/Load-Leveling Capabilities	10/043,694	1/10/2002	9/7/2004
83.	6,804,946	Combustion System With Shutdown Fuel Purge	10/720,145	11/25/03	10/19/04
84.	6,812,586	Distributed Power System	10/066,349	1/30/02	11/2/04
85.	6,812,587	Continuous Power Supply With Back-Up Generation	10/300,936	11/21/02	11/2/04
86.	6,815,932	Detection of Islanded Behavior and Anti-Islanding Protection of a Generator in Grid-Connected Mode	09/975,148	10/12/01	11/9/04
87.	6,864,595	Detection of Islanded Behavior and Anti-Islanding Protection of a Generator in Grid-Connected Mode	10/812,979	3/31/04	3/8/05
88.	6,870,279	Method And System For Control Of Turbogenerator Power And Temperature	10/037,916	1/2/02	3/22/05
89.	6,951,110	Annular Recuperator Design	09/966,514	9/27/01	10/4/05
90.	6,958,550	Method and System For Control of Turbogenerator Power and Temperature	10/887,297	7/9/04	10/25/05
91.	6,960,840	Integrated Turbine Power Generation System With Catalytic Reactor	10/706,070	11/13/03	11/1/05
92.	7,065,873	Recuperator Assembly and Procedures	10/917,118	8/12/04	6/27/06
93.	7,092,262	Pre-charge Circuit and Method	10/813,550	3/31/04	8/15/06
94.	7,112,036	Rotor and Bearing System For A Turbomachine	10/862,136	6/4/04	9/26/06
95.	7,147,050	Recuperator Construction For a Gas Turbine Engine	10/917,107	8/12/04	12/12/06
96.	7,415,764	Recuperator Assembly And Procedures	11/336,718	1/20/06	8/26/08
97.	RE38,373	Compliant Foil Fluid Thrust Film Bearing With a Tilting Pad Underspring (Reissue of 5,918,985)	09/900,775	7/6/01	12/30/03

No	Issue No.	Description	App. Ser. No.	Filing Date	Issue Date
98.	RE39,190	Compliant Foil Fluid Film Radial Bearing (Reissue of 5,915,841.)	09/895,568		7/18/06

## II. CAPSTONE PENDING U.S. PATENT APPLICATIONS

Description	App. Ser. No.	Filing Date
Turbogenerator/Motor Controller (Reissue)	09/853,852	5/11/01
Emergency Elevator System Interface Package	11/517,957	9/8/06
Compliant Foil Fluid Film Radial Bearing Or Seal	11/740,798	4/26/2007

## III. CAPSTONE ISSUED FOREIGN PATENTS

Issue No.	Description	Country	App. Ser. No.
0746680 69527283.7 in DE	Gas Turbine Engine Generator Set (U.S. 5,497,615)	Europe	95909213.1
0 799 388 69519684.7 in DE	Compliant Foil Hydrodynamic Fluid Film Thrust Bearing (U.S. 5,529,398)	Europe	95937420.8
0 756 672 69522683.5 in DE	Compliant Foil Hydrodynamic Fluid Radial Bearing (U.S. 5,427,455)	Europe	95914005.4
1001180 69532538.8 in DE	Compliant Foil Hydrodynamic Fluid Film Thrust Bearing (divisional) (U.S. 5,529,398)	Europe	00200446.3
3725548	Compliant Foil Hydrodynamic Fluid Film Thrust Bearing (U.S. 5,529,398)	Japan	0520429/96
0903466 69824801.5 in DE	Double Diaphragm Compound Shaft (U.S. 5,964,663)	Europe	98307606.8
0878665	Low Emissions Combustion System For a Gas Turbine Engine (U.S. 5,850,732)	Europe	98303693.0
122912	Low Emissions Combustion System For A Gas Turbine Engine (U.S. 5,850,732)	Israel	122912
112275	Gas Turbine Engine Generator Set	Israel	112275



Issue No.	Description	Country	App. Ser. No.
	(U.S. 5,497,615)		
117546	Compliant Foil Hydrodynamic Fluid Film Thrust Bearing (U.S. 5,529,398)	Israel	117546
113289	Compliant Foil Hydrodynamic Fluid Radial Bearing (U.S. 5,427,455)	Israel	113289
118216	Compound Shaft (U.S. 5,697,848)	Israel	118216
121531	Gaseous Fuel Compression And Control System (U.S. 5,819,524)	Israel	121531
124664	Compliant Foil Fluid Film Thrust Bearing (U.S. 5,918,985)	Israel	124664
125679	Double Diaphragm Compound Shaft (U.S. 5,964,663)	Israel	125679
127021	Compliant Foil Film Radial Bearing (U.S. 5,915,841)	Israel	127021
125905	Turbogenerator/motor Controller With ancillary Energy Storage/Discharge (B2) (U.S. 6,031,294)	Israel	125905
137542	Turbogenerator/motor Controller (B1) (U.S. 5,903,116)	Israel	137542
121532	Helical Flow Compression Turbine With Permanent Magnet Motor/Generator (U.S. 5,899,673)	Israel	121532
3598437	Compliant Foil Hydrodynamic Fluid Film Radial Bearing (U.S. 5,427,455)	Japan	7-526958
1075724	Power Controller (B3) (U.S. 6,487,096)	Europe	98962993.6
0903510 GB and Fr.; 69830961.8-08 Germ.	Compliant Foil Fluid Film Thrust Bearing with Tilting Pad Underspring (U.S. 5,918,985)	Europe	98307596.1
0927831 GB and Fr.; 69832579.6-08 Germ.	Compliant Foil Fluid Film Radial Bearing (U.S. 5,915,841)	Europe	98310805.1
0901218 GB and Fr.; 69832860.4-08 Germ.	Turbogenerator/Motor Controller (B1) (U.S. 5,903,116)	Europe	98307247.1
1130322 GB and FR; 60125441.4 Germany	Multi-Stage Multi-Plane Combustion System for a Gas	Europe	01301676.1





Issue No.	Description	Country	App. Ser. No.
	Turbine Engine (U.S. 6,453,658)		
1337761 in GB, FR and IT; 60125583.6 in Germany	Compliant Foil Thrust Bearing (U.S. 6,702,463)	Europe	01996693.6
2,242,947	Double Diaphragm Compound Shaft (U.S. 5,964,663)	Canada	2,242,947
2,254,034	Compliant Foil Fluid Film Radial Bearing (U.S. 5,915,841)	Canada	2,254,034
0963035 Germany 69936424.8	Turbogenerator/Motor Control System (U.S. 6,023,135)	Europe	99303642.5
2,238,356	Compliant Foil Fluid Film Thrust Bearing with Tilting Pad Underspring (U.S. 5,918,985)	Canada	2,238,356





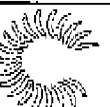
#### IV. CAPSTONE PENDING FOREIGN PATENT APPLICATIONS




Description	Country	App. Ser. No.	Filing Date
Command and Control System and Method For Multiple Turbogenerators (U.S. 6,169,334)	Canada	2,279,047	7/29/99
Helical Flow Compressor/Turbine Permanent Magnet Motor/Generator (U.S. 6,468,051)	Japan	2000-117024	4/19/99
Turbogenerator/Motor Controller (B1) (U.S. 5,903,116)	Canada	2,246,769	9/8/98
Compliant Foil Fluid Film Thrust Bearing With a Tilting Pad Underspring (U.S. 5,918,985)	Japan	10-250675	9/4/98
Compliant Foil Fluid Film Radial Bearing (U.S. 5,915,841)	Japan	10-347079	12/7/98
Multi-Stage Multi-Plane Combustion System For a Gas Turbine Engine (U.S. 6,453,658)	Japan	2001-45027	2/21/01
Multiple Power Generator Connection Method and System (U.S. 6,522,030)	Europe	01923202.4	4/6/01
Power Controller (B3) (Div. of #131) (U.S. 6,487,096)	Europe	05025283.2	11/18/05







Description	Country	App. Ser. No.	Filing Date
Compliant Foil Fluid Film Radial Bearing Or Seal	PCT	PCT/US08/57716	3/20/2008

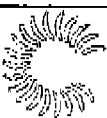

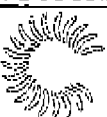



**EXHIBIT B****TRADEMARK APPLICATIONS AND REGISTRATIONS BY COUNTRY**

Trademark	Jurisdiction	Application Number	Reg. Number	Status	Renewal Deadline
CAPSTONE	Australia	---	755,739	Registered	February 23, 2018
	Australia	---	755,737	Registered	February 23, 2018
CAPSTONE	Brazil	824/638,859	824/638,859	Registered	November 20, 2017
CAPSTONE	Bulgaria	41,473	37,397	Registered	July 28, 2008 <sup>i</sup>
CAPSTONE	Bulgaria	42,775	34,967	Registered	July 28, 2008
	Bulgaria	42,776	34,968	Registered	July 28, 2008
CAPSTONE	Canada	870,563	TMA 563,894	Registered	June 21, 2017
	Canada	870,564	TMA 504,764	Registered	November 30, 2013
CAPSTONE	China (PRC)	9,800,017,341	1,291,874	Registered	July 06, 2009
CAPSTONE	China (PRC)	9,800,017,342	1,284,494	Registered	June 13, 2009
CAPSTONE	China (PRC)	9,800,017,343	1,299,981	Registered	July 27, 2009
CAPSTONE	China (PRC)	9,800,017,344	1,301,274	Registered	August 06, 2009
	China (PRC)	9,800,017,340	1,284,495	Registered	June 13, 2009



Trademark	Jurisdiction	Application Number	Reg. Number	Status	Renewal Deadline
CAPSTONE	CTM	637,082	637,082	Registered	September 23, 2017
CAPSTONE	CTM	745,109	745,109	Registered	February 13, 2018
	CTM	524,306	524,306	Registered	April 29, 2017
CAPSTONE	Czech Republic	128,183	212,315	Registered	December 05, 2017
CAPSTONE	Czech Republic	128,352	218,818	Registered	December 11, 2017
CAPSTONE	Czech Republic	128,353	218,819	Registered	December 11, 2017
CAPSTONE	Czech Republic	130,446	228,042	Registered	February 25, 2018
	Czech Republic	130,447	228,043	Registered	February 25, 2018
CAPSTONE	Estonia	9,800,433	29,393	Registered	September 03, 2009
CAPSTONE	Estonia	EE9,702,761	28,852	Registered	May 26, 2009
CAPSTONE	Estonia	EE9,702,762	28,853	Registered	May 26, 2009
	Estonia	9,800,434	29,394	Registered	September 03, 2009
CAPSTONE	Hungary	M9,704,089	157,005	Registered	November 06, 2017
CAPSTONE	Hungary	M9,800,530	155,108	Registered	February 16, 2018
	Hungary	M9,800,529	155,107	Registered	February 16, 2018
CAPSTONE	India	769,311	769,311	Registered	September 23, 2017
	India	769,314	769,314	Registered	September 23, 2017
CAPSTONE	Indonesia	D00.2002.142 59.14414	543,704	Registered	July 04, 2012

Trademark	Jurisdiction	Application Number	Reg. Number	Status	Renewal Deadline
CAPSTONE	Israel	115,027	115,027	Registered	September 23, 2018
CAPSTONE	Israel	115,028	115,028	Registered	September 23, 2018
CAPSTONE	Israel	115,029	115,029	Registered	September 23, 2018
CAPSTONE	Israel	117,832	117,832	Registered	February 15, 2019
	Israel	112,062	112,062	Registered	April 30, 2018
	Israel	112,063	112,063	Registered	April 30, 2018
CAPSTONE	Japan	05-077077	3,179,900	Registered	July 31, 2016
CAPSTONE	Japan	10-017382	4,414,046	Registered	September 01, 2010
CAPSTONE	Japan	9-174425	4,413,826	Registered	September 01, 2010
CAPSTONE (in Katakana) キャップストーン	Japan	62-4732	2,221,178	Registered	April 23, 2010
	Japan	9-112736	4,378,971	Registered	April 21, 2010
CAPSTONE	Malaysia	98/02655	9,802,655	Registered	September 16, 2017
CAPSTONE	Malaysia	98/02658	9,802,658	Registered	March 04, 2018
CAPSTONE	Malaysia	98/02659	9,802,659	Registered	September 04, 2017
CAPSTONE	Malaysia	98/02660	9,802,660	Registered	March 04, 2018

Trademark	Jurisdiction	Application Number	Reg. Number	Status	Renewal Deadline
	Malaysia	98/02656	9,802,656	Registered	March 04, 2018
	Malaysia	98/02657	9,802,657	Registered	March 04, 2018
CAPSTONE	Mexico	324,506	576,585	Registered	March 04, 2008 <sup>4</sup>
CAPSTONE	Mexico	324,507	579,612	Registered	March 04, 2008
CAPSTONE	Mexico	324,508	577,332	Registered	March 04, 2008
CAPSTONE	Mexico	324,509	582,024	Registered	March 04, 2008
	Mexico	324,510	578,232	Registered	March 04, 2008
	Mexico	324,512	582,025	Registered	March 04, 2008
CAPSTONE	New Zealand	289,011	289,011	Registered	February 26, 2015
CAPSTONE	New Zealand	289,012	289,012	Registered	February 26, 2015
CAPSTONE	New Zealand	289,013	289,013	Registered	September 04, 2014
CAPSTONE	New Zealand	289,014	289,014	Registered	September 16, 2014
CAPSTONE	New Zealand	311,548	311,548	Registered	June 24, 2016
	New Zealand	289,015	289,015	Registered	February 26, 2015
	New Zealand	289,016	289,016	Registered	February 26, 2015
CAPSTONE	Nigeria	84672/04	RTM 66760	Registered	February 04, 2011
CAPSTONE	Nigeria	84673/04	RTM 66750	Registered	

Trademark	Jurisdiction	Application Number	Reg. Number	Status	Renewal Deadline
					February 04, 2011
	Nigeria	84670/04	RTM 66752	Registered	February 04, 2011
	Nigeria	84671/04	RTM 66761	Registered	February 04, 2011
CAPSTONE	Poland	Z-180,350	125,456	Registered	November 20, 2017
CAPSTONE	Poland	Z-184,099	128,663	Registered	March 02, 2018
	Poland	Z-183,816	130,098	Registered	February 24, 2018
CAPSTONE	Republic of Korea	97/52389	430,990	Registered	November 25, 2008 <sup>iii</sup>
CAPSTONE	Republic of Korea	97/52390	438,925	Registered	January 22, 2009
CAPSTONE	Republic of Korea	98/1917	54,995	Registered	May 17, 2009
CAPSTONE	Republic of Korea	98/9567	59,573	Registered	February 15, 2010
	Republic of Korea	97/45930	427,401	Registered	October 28, 2008
	Republic of Korea	97/45931	430,962	Registered	November 25, 2008
CAPSTONE	Romania	47,388	34,319	Registered	December 09, 2017
CAPSTONE	Romania	50,051	35,291	Registered	March 16, 2018
	Romania	50,052	35,292	Registered	March 16, 2018
CAPSTONE	Russian Federation	97,718,654	174,403	Registered	December 05, 2017
CAPSTONE	Russian	97,718,655	173,434	Registered	



Trademark	Jurisdiction	Application Number	Reg. Number	Status	Renewal Deadline
	Federation				December 05, 2017
CAPSTONE	Russian Federation	97,718,656	173,435	Registered	December 05, 2017
CAPSTONE	Russian Federation	98,702,564	176,654	Registered	February 18, 2018
	Russian Federation	98,702,573	176,655	Registered	February 18, 2018
CAPSTONE	Slovak Republic	0499-98	191,841	Registered	February 27, 2018
CAPSTONE	Slovak Republic	3643-97	189,134	Registered	December 11, 2017
CAPSTONE	Slovak Republic	3655-97	188,650	Registered	December 11, 2017
CAPSTONE	Slovak Republic	3656-97	188,651	Registered	December 11, 2017
	Slovak Republic	0500-98	191,068	Registered	February 27, 2018
CAPSTONE	Slovenia	Z-9771850	9,771,850	Registered	December 11, 2017
CAPSTONE	Slovenia	Z-9870250	9,870,250	Registered	February 26, 2018
	Slovenia	Z-9870249	9,870,249	Registered	February 26, 2018
CAPSTONE	South Africa	98/02522	98/02522	Registered	February 20, 2018
CAPSTONE	South Africa	98/02523	98/02523	Registered	February 20, 2018
CAPSTONE	South Africa	98/02524	98/02524	Registered	February 20, 2018
CAPSTONE	South Africa	98/02525	98/02525	Registered	February 20, 2018
	South Africa	2004/03561	2004/03561	Registered	March 08, 2014

Trademark	Jurisdiction	Application Number	Reg. Number	Status	Renewal Deadline
	South Africa	98/02526	98/02526	Registered	February 20, 2018
	South Africa	98/02527	98/02527	Registered	February 20, 2018
CAPSTONE	Switzerland	04728/2002	502,265	Registered	May 27, 2012
CAPSTONE	Ukraine	98/020713	20,994	Registered	February 23, 2018
	Ukraine	98/020714	20,655	Registered	February 23, 2018
CAPSTONE	USA	74/732,798	2,058,307	Registered	April 29, 2017
CAPSTONE	USA	75/306,958	2,248,687	Registered	June 01, 2009
CAPSTONE	USA	75/351,980	2,201,317	Registered	November 03, 2018
CAPSTONE	USA	75/357,665	2,487,869	Registered	September 11, 2011
	USA	78/166,520	2,993,044	Registered	September 06, 2015
	USA	78/975,666	2,940,243	Registered	April 12, 2015
CAPSTONE MICROTURBINE	USA	78/166,522	2,956,871	Registered	May 31, 2015
	USA	78/970,583	---	Pending	---
	USA	75/191,384	2,144,240	Registered	March 17, 2018
SAFE RETURN SYSTEM	USA	78/947,172	---	Pending	---
SRS	USA	78/947,412	---	Pending	---

---

**Bulgaria** – Renewals have been issued for these registrations.

**Mexico** – Renewal petitions and change of legal address have been filed with the Mexican Intellectual Property Office.

**Republic of Korea** – Renewal applications have been filed for the two pertinent registrations in the Republic of Korea. Delay has been caused due to Korea's change of classification of goods into a separate international class number. Waller Lansden Dortch & Davis is awaiting renewal certificates and next renewal deadlines from local counsel.

**UNITED STATES PATENT AND TRADEMARK OFFICE**

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND  
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

MARCH 04, 2009

PTAS

MORGAN, LEWIS & BOCKIUS LLP  
KATHRYN ROMANO, PARALEGAL  
300 S. GRAND AVENUE, 22ND FLOOR  
LOS ANGELES, CALIFORNIA 90071-3132



\*103549634A\*

UNITED STATES PATENT AND TRADEMARK OFFICE  
NOTICE OF NON-RECORDATION OF DOCUMENT

DOCUMENT ID NO.: 103549634

THE ENCLOSED DOCUMENT HAS BEEN EXAMINED AND FOUND NON-RECORDABLE BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. THE REASON(S) FOR NON-RECORDATION ARE STATED BELOW. DOCUMENTS BEING RESUBMITTED FOR RECORDATION MUST BE ACCOMPANIED BY A NEW COVER SHEET REFLECTING THE CORRECT INFORMATION TO BE RECORDED AND THE DOCUMENT ID NUMBER REFERENCED ABOVE.

THE ORIGINAL DATE OF FILING OF THIS ASSIGNMENT DOCUMENT WILL BE MAINTAINED IF RESUBMITTED WITH THE APPROPRIATE CORRECTION(S) WITHIN 30 DAYS FROM THE DATE OF THIS NOTICE AS OUTLINED UNDER 37 CFR 3.51. THE RESUBMITTED DOCUMENT MUST INCLUDE A STAMP WITH THE OFFICIAL DATE OF RECEIPT UNDER 37 CFR 3. APPLICANTS MAY USE THE CERTIFIED PROCEDURES UNDER 37 CFR 1.8 OR 1.10 FOR RESUBMISSION OF THE RETURNED PAPERS, IF THEY DESIRE TO HAVE THE BENEFIT OF THE DATE OF DEPOSIT IN THE UNITED STATES POSTAL SERVICE.

SEND DOCUMENTS TO: U.S. PATENT AND TRADEMARK OFFICE,  
MAIL STOP: ASSIGNMENT SERVICES BRANCH, P.O. BOX 1450, ALEXANDRIA, VA 22313.  
IF YOU HAVE ANY QUESTIONS REGARDING THIS NOTICE,  
YOU MAY CONTACT THE INDIVIDUAL WHOSE NAME APPEARS ON THIS NOTICE AT  
571-272-3350.

1. THE SUBMITTED ASSIGNMENT COVER SHEET IS NOT ACCEPTABLE. THE CITIZENSHIP OF THE RECEIVING PARTY MUST BE INDICATED ON THE COVER SHEET. AS OF JANUARY 16, 2009, TRADEMARK RULE 37 C.F.R. §3.31(A) WAS AMENDED TO ADD THE REQUIREMENT THAT THE ASSIGNMENT COVER SHEET MUST INCLUDE THE LEGAL ENTITY TYPE AND NATIONAL CITIZENSHIP (OR STATE OR COUNTRY OF ORGANIZATION) OF EACH PARTY RECEIVING THE ASSIGNMENT INTEREST. AND, IF THE PARTY RECEIVING THE ASSIGNMENT INTEREST IS A DOMESTIC PARTNERSHIP OR DOMESTIC JOINT VENTURE, THE COVER SHEET MUST STATE THE NAMES, LEGAL ENTITY TYPES, AND NATIONAL CITIZENSHIP (OR THE STATE OR COUNTRY OF ORGANIZATION) OF ALL GENERAL PARTNERS OR ACTIVE

**TRADEMARK**

MEMBERS THAT COMPOSE THE PARTNERSHIP OR JOINT VENTURE. 37 C.F.R.  
§3.31(A)(8).

MARY BENTON, EXAMINER  
ASSIGNMENT SERVICES BRANCH  
PUBLIC RECORDS DIVISION

Morgan, Lewis & Bockius LLP  
300 South Grand Avenue  
Twenty-Second Floor  
Los Angeles, CA 90071-3132  
Tel: 213.612.2500  
Fax: 213.612.2501  
www.morganlewis.com

**Morgan Lewis**  
C O U N S E L O R S   A T   L A W

**Kathryn Romano**  
Paralegal  
213.612.7302  
kromano@morganlewis.com

March 10, 2009

**VIA FACSIMILE**

Director of the US Patent and Trademark Office  
Mail Stop Assignment Recordation Services  
P. O. Box 1450  
Alexandria, Virginia 22313-1450  
Attn: Mary Benton  
Fax: 571-273-0140

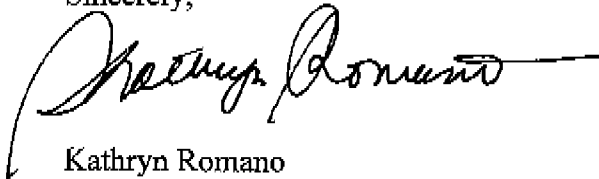
Re:    Resubmitting Trademark Security Agreement, Document ID 103549634  
      Client-Matter No. 058438-08-0131

Ladies and Gentlemen:

Further to your letter dated March 4, 2009, concerning Document ID 103549634. We are resubmitting the Trademark Application with citizenship of assignee, Wells Fargo Bank, N.A. as "U.S.A/Bank." in accordance with your request.

Thank you for your assistance. If you have any questions, please feel free to contact us.

Sincerely,



Kathryn Romano  
Paralegal

Enclosures

cc:    J. Michael Jack, Esq. (w/encls.)

Morgan, Lewis & Bockius LLP  
300 South Grand Avenue  
Twenty-Second Floor  
Los Angeles, CA 90071-3132  
TEL: 213.612.2500  
FAX: 213.612.2501  
www.morganlewis.com

**Morgan Lewis**  
C O U N S E L O R S   A T   L A W

**SEND TO**

Name: Mary Benton Firm: USPTO.  
FAX #: 571.273.0140 Telephone #:

**FROM**

Name: Kathryn J. Romano Floor:  
Operator Sending: Telephone # 213.612.7302  
FAX #: 877.432.9652 Date Sent: March 10, 2009 No of Pages: 31  
(including cover page)

**FAX MESSAGE**

THE INFORMATION CONTAINED IN THIS FAX MESSAGE IS INTENDED ONLY FOR THE PERSONAL AND CONFIDENTIAL USE OF THE NAMED RECIPIENT(S). THIS MESSAGE MAY BE AN ATTORNEY-CLIENT COMMUNICATION AND AS SUCH IS PRIVILEGED AND CONFIDENTIAL. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT OR AN AGENT RESPONSIBLE FOR DELIVERING IT TO THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT YOU HAVE RECEIVED THIS DOCUMENT IN ERROR AND THAT ANY REVIEW, DISSEMINATION, DISTRIBUTION, OR COPYING OF THIS MESSAGE IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE NOTIFY US IMMEDIATELY BY TELEPHONE, AND RETURN THE ORIGINAL MESSAGE TO US BY MAIL. THANK YOU.

**COMMENTS**